

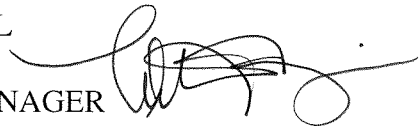


MEETING DATE: 6/19/06
ITEM NO. 10

COUNCIL AGENDA REPORT

DATE: JUNE 15, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER 

SUBJECT: ADOPT RESOLUTION AUTHORIZING TOWN MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT, THE CITIES OF CAMPBELL AND SARATOGA, AND THE TOWN OF LOS GATOS TO PROVIDE STORM WATER PROTECTION SERVICES

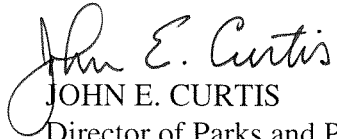
RECOMMENDATION:

Adopt resolution (Attachment 1) authorizing the Town Manager to approve the Storm Water System Protection Services Agreement (Exhibit A) between the Santa Clara County Central Fire Protection District, City of Campbell, City of Saratoga, and the Town of Los Gatos.

BACKGROUND:

On March 5, 1996, the City of Campbell and the Town of Los Gatos entered into an agreement with Santa Clara County Central Fire Protection District (District), whereby the District provided Stormwater Protection Inspection Services to protect the natural waters of the State of California under the terms and conditions set forth in the National Pollutant Discharge Elimination System (NPDES) Permit for Campbell and Los Gatos. On July 1, 2001, the City of Saratoga also entered into a similar agreement with the District.

The current agreement requires the District to perform annual hazardous materials inspection of facilities that generate stormwater pollution such as car repair shops, paint shops and plating shops. The District also responds to hazardous materials spills, notifies appropriate town personnel, and sends reports to the Town and the West Valley Clean Water Program (WVCWP).

PREPARED BY: 
JOHN E. CURTIS
Director of Parks and Public Works

Reviewed by: JS Assistant Town Manager OK Town Attorney _____ Clerk Administrator
SA Finance _____ Community Development Revised: 6/15/06 7:56 am

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MAYOR AND TOWN COUNCIL
SUBJECT: CENTRAL FIRE PROTECTION DISTRICT AGREEMENT
JUNE 15, 2006

The terms of the original agreement included a three year agreement with two yearly extensions with the total cost of the inspection services fixed at a maximum amount. For the Town of Los Gatos the maximum amount of inspection costs was \$5,000 per year which is included in the yearly budget of the West Valley Clean Water Program.

DISCUSSION:

Stormwater System Protection Inspection services are an integral component of the obligation of Campbell/Los Gatos/Saratoga to protect the natural waters of the State under the terms and conditions set forth in the National Pollutant Discharge Elimination System (NPDES) Permit, No. CAS029718, any amendments thereto and/or any renewals thereof, issued and approved by the California Regional Water Quality Control Board, San Francisco Bay Region.

The objective of the Stormwater Protection Inspection Program (Inspection) is to verify protection of the municipal storm drain system from non-stormwater discharges originating from industrial/commercial facilities that have been identified as being significant contributors to stormwater pollution.

In order for the West Valley Clean Water Program (WVCWP) to better coordinate the Stormwater System Protection Inspection Services for the Cities of Campbell, Saratoga and the Town of Los Gatos, it was decided that a new combined agreement with the District is necessary. The proposed agreement has the following new features:

1. Term of the agreement has been changed from three years with two yearly extensions to a period of five years starting on July 1, 2006. This will streamline the renewal process and avoid the frequent personnel costs for obtaining the required approvals from the respective governing bodies.
2. The maximum costs of the inspection services will be increased from \$5,000.00 to \$6,000.00 per year starting in FY 2007/2008.
3. The hourly rate for the District invoices has been changed from \$75.00 to \$80.00 per hour commencing on July 1, 2006 with subsequent hourly rate increases of 2 % per year for the life of the agreement. The hourly rate in the fifth year of the agreement will be \$88.33.

Although the maximum yearly costs for the inspection services will be increased to \$6,000.00 beginning July 1, 2007, staff does not expect that the billing from the District will approach this maximum amount. In FY 04-05 (last year billed), the total billing from the District was \$3,076.54 for 35.67 hours of inspection services required by the NPDES permit. At an hourly rate of \$80.00 plus the 15% overhead, the same amount of inspection services will cost \$3,281.64. Using the hourly rate increases of 2 % per year as called for in the agreement, plus the 15% overhead the Town can expect that the maximum cost of these inspection services will be less than \$6,000 per year at the end of this five year agreement.

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MAYOR AND TOWN COUNCIL

SUBJECT: CENTRAL FIRE PROTECTION DISTRICT AGREEMENT

JUNE 15, 2006

At the current time, the Fire District has not approved the changes recommended by Campbell, Saratoga and Los Gatos. The draft Agreement that is attached to the Resolution includes the language recommended by the cities. (The revised section is on page 5, item 8. PAYMENT.) The budgets for all three cities and the WVCWP have been approved for FY 2006-2007. Staff does not believe that the cost for FY 2006-2007 will exceed that budgeted maximum amount. The cities' staff believes that the agreement language should reflect the approved budget maximum, not the future budget maximum. Since the Los Gatos Council is not meeting again until August, staff is recommending that the Council authorize the Town Manager to approve the agreement if it is substantially in the form of the attached draft agreement.

CONCLUSION:

The services performed by the District from this agreement is mandated by the Town's NPDES permit. Not approving the agreement will expose the Town to substantial fines for non-compliance with our NPDES permit requirements.

ENVIRONMENTAL ASSESSMENT:

This activity is a project as defined under the California Environmental Quality Act (CEQA), but is ministerial, therefore no further action is required under CEQA.

FISCAL IMPACT:

There is no cost impact to the City. The associated cost increase of \$1,000 will be programmed to the West Valley Clean Water Program budget starting with FY 2007-2008, if necessary.

Attachments:

Adopt resolution authorizing the Town Manager to approve the Storm Water System Protection Services Agreement (Exhibit A) between the Santa Clara County Central Fire Protection District, City of Campbell, City of Saratoga, and the Town of Los Gatos.

Distribution:

John Justice, Central Fire Protection District, 14700 Winchester Blvd., Los Gatos, CA 95032
Cheri Donnelly, West Valley Clean Water Program, 18041 Saratoga-Los Gatos Rd., Monte Sereno,
CA 95030

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING TOWN MANAGER TO ENTER INTO
AN AGREEMENT BETWEEN THE
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT,
THE CITIES OF CAMPBELL AND SARATOGA,
AND THE TOWN OF LOS GATOS
TO PROVIDE STORM WATER PROTECTION SERVICES**

WHEREAS, a draft agreement for Storm Water System Protection Services between Santa Clara County Central Fire Protection District, the City of Campbell, City of Saratoga, and the Town of Los Gatos (attached as Exhibit A) is being presented to the Town Council for its consideration and direction to Town staff.

BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town Manager is authorized to enter into an agreement with the Santa Clara County Central Fire Protection District to provide Storm Water System Protection Services that is in a term substantially similar to Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 19th day of June, 2006, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

**STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT BETWEEN
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
AND CITY OF CAMPBELL, CITY OF SARATOGA, AND TOWN OF LOS GATOS**

THIS AGREEMENT is entered into on July 1, 2006, between the SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT (hereinafter "District"), CITY OF CAMPBELL, CITY OF SARATOGA, and TOWN OF LOS GATOS (hereinafter the Cities and the Town collectively described in this AGREEMENT as "Campbell/Los Gatos/Saratoga").

RECITALS

- A. WHEREAS Campbell, Los Gatos and District entered into an AGREEMENT on March 5, 1996 thereafter amended on May 1, 1997, whereby the District provided stormwater protection services to Campbell and Los Gatos; and
- B. WHEREAS Saratoga entered into an AGREEMENT on July 1, 2001, whereby the District provided stormwater protection services to Saratoga; and
- C. WHEREAS District is experienced and equipped to conduct facility inspections and is authorized by State law to enter into a contract to provide stormwater system protection inspection services; and
- D. WHEREAS Campbell, Los Gatos, Saratoga and District desire to continue their contractual relationship by entering into this AGREEMENT whereby District personnel will provide such services as specified in the AGREEMENT, Scope of Services, Exhibit "A" hereto, and any written amendments which hereafter may be agreed to by the parties; and
- E. WHEREAS Stormwater System Protection Inspection services are an integral component of the obligation of Campbell/ Los Gatos/Saratoga to protect the natural waters of the State under the terms and conditions set forth in the National Pollutant Discharge Elimination System (NPDES) Permit, No. CAS029718, any amendments thereto and/or any renewals thereof, issued and approved by the California Regional Water Quality Control Board, San Francisco Bay Region; and
- F. WHEREAS Campbell, Los Gatos and Saratoga each have individual agreements with the West Valley Sanitation District (hereinafter WVSD) for collection of fees in each jurisdiction for the purpose of stormwater program management (handled by the West Valley Clean Water Program (hereinafter WVCWP), a contracting Program for the WVSD) and storm drain maintenance, including industrial stormwater system protection inspection services.

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

1. OBLIGATIONS OF DISTRICT. The District agrees to:

- a. Provide the services of trained and knowledgeable personnel to perform stormwater system protection inspection services as specified in Exhibit A attached hereto and incorporated herein by this reference. Comments or concerns by District regarding the stormwater system protection inspection program shall be directed to the West Valley Clean Water Program Manager (hereinafter "WVCWP Manager") for review and periodic program modification; such modifications shall be incorporated into the Stormwater System Protection Inspection Program pending agreement by all parties to this AGREEMENT. Such stormwater system protection inspections shall occur during routine fire safety and/or hazardous materials inspections.
- b. Provide reports, as necessary for Campbell/Los Gatos/Saratoga to fulfill NPDES permit documentation and reporting requirements, to the WVCWP Manager on an annual basis. Report format and contents shall be as specified in Exhibit A.
- c. Ensure that appropriate District personnel have received applicable technical, law enforcement, and safety training to adequately and safely perform the services.
- d. Provide all necessary equipment, vehicles, uniforms, and other associated materials, office space, and staff support to provide the services required by this AGREEMENT.
- e. Provide and use inspection forms, order violation and referral forms, which are approved by the WVCWP Manager and which satisfy applicable Campbell/Los Gatos/Saratoga NPDES Permit obligations to document and enforce the stormwater system protection inspection program.
- f. Provide annual invoicing to the WVCWP Manager for payment of services for Campbell/Los Gatos/Saratoga. Invoices must describe services rendered under this AGREEMENT and state the rates therefore pursuant to Provision 7 herein in the manner detailed in Exhibit A. Invoicing shall separate charges for services rendered separately for Campbell/Los Gatos/Saratoga.
- g. Provide general information on the facility inspection program to the WVCWP Manager and Campbell/Los Gatos/Saratoga as needed.
- h. Notice of an incident or emergency spill shall be reported to the West Valley Clean Water Program Stormwater Discharge Inspector (hereinafter "WVCWP Inspector") within 24 hours of discovery.

2. OBLIGATIONS OF CAMPBELL/LOS GATOS/SARATOGA. Campbell/Los Gatos/Saratoga agree to:

- a. Provide the District with copies of all relevant written local regulations, policies, procedures, public improvement plans, permit documentation, and other

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

information as requested by the District, and necessary for District to perform its services under this AGREEMENT.

- b. Remit payment to District within forty-five (45) days after receipt of invoices for services rendered under this AGREEMENT, in accordance with the WVSD accounting cycle.
 - c. Provide handouts, such as Best Management Practices (BMPs), and Santa Clara Valley Urban Runoff Program (SCVURPPP) or West Valley Clean Water Program (WVCWP) brochures, as appropriate.
 - d. Provide designated representatives to assist District in coordinating this program and District's performance described herein.
3. DESIGNATION OF PERSONNEL TO PROVIDE SERVICES. The District shall designate and identify to the WVCWP Manager the name, experience level, and training of personnel who will be providing primary program supervision of services under this AGREEMENT. The District shall provide notice to the WVCWP Manager of designee prior to the time of assignment, unless an emergency requires that such notice not be provided until after assignment has occurred. Any changes in designated personnel shall be advised to the WVCWP Manager within 15 working days of such changes.
4. SCOPE OF AUTHORITY. Should an inspection by District personnel reveal or disclose a potential violation of an applicable URP or NPDES ordinance, rule, or regulation, the inspector in charge of the inspection shall note and report the violation to the WVCWP Inspector and forward a copy of the violation notice as follows:
- a. Potential violations that are found during regular Hazardous Materials inspection duties and involve an active discharge of such materials directly into or that reach a catch basin, storm drain, or water body shall be forwarded to the appropriate regulating agency's police law enforcement dispatch.
 - b. All other potential URP violations that do not fall into those described in 4.a. above shall be noted and referred to the WVCWP Inspector. The WVCWP Inspector will forward with a copy to the appropriate regulating agency for further action as specified in Exhibit A. No District inspector shall have authority to enter into any AGREEMENT regarding abatement, delay, or alternative procedure without first obtaining the consent of Campbell/Los Gatos/Saratoga, as applicable. If District personnel are refused access to any premise for inspections pursuant to this AGREEMENT, the District shall refer such inspection problems to the appropriate city or town representative for disposition.
5. TERM OF AGREEMENT. Unless terminated earlier pursuant to Provision 6 of the AGREEMENT, this AGREEMENT shall have a five (5) year term commencing on July 1, 2006 through June 30, 2011. In the event that all parties desire to continue

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

their contractual relationship after the expiration date of this AGREEMENT, and a forthcoming AGREEMENT is not yet effective, the current AGREEMENT will remain in effect pending approval in writing by all parties to the new AGREEMENT.

6. TERMINATION OF AGREEMENT. Any party to the AGREEMENT may terminate this AGREEMENT with or without cause on 30 working days written notice to the other three parties. Upon termination by any party, the District shall be entitled to payment for services rendered but not invoiced as of date of the term.
7. TERMINATION OF EXISTING AGREEMENT. The City of Campbell, the Town of Los Gatos and the District entered into an Agreement on March 5, 1996, thereafter amended on May 1, 1997, whereby the District provides stormwater protection services to Campbell and Los Gatos. The City of Campbell, the Town of Los Gatos, the City of Saratoga, and the District entered into a new AGREEMENT on June 30, 2001, which replaced the original AGREEMENT of March 5, 1996, thereafter extended the Agreement for one year to cover the period from July 1, 2004 to June 30, 2005, thereafter extended for one year to cover the period from July 1, 2005 to June 30, 2006, whereby the District provides stormwater protection services to Campbell, Los Gatos and Saratoga. By entering into this new AGREEMENT and signing below, all three parties agree to terminate the current AGREEMENT on June 30, 2006 without any further action and begin a new contractual relationship.
8. PAYMENT. Commencing on July 1, 2006, Campbell agrees to pay the District \$80.00 per hour for inspection and inspection-related services, plus an amount equal to 15 percent of such service fee for overhead expenditures, up to a maximum annual cost of \$11,000 for July 1, 2006 through June 30, 2007, and a new annual maximum of \$13,000, beginning on July 1, 2007 for the life of this Agreement. Commencing on July 1 on each succeeding year of the contract, Campbell agrees to increase the hourly rate of pay to the District by two percent (2.%) over the previous year's hourly rate. Commencing on July 1, 2006, Los Gatos agrees to pay the District \$80.00 per hour for inspection and inspection-related services, plus an amount equal to 15 percent of such service fee for overhead expenditures, up to a maximum annual cost of \$5,000 for July 1, 2006 through June 30, 2007, and a new annual maximum of \$6,000, beginning on July 1, 2007 for the life of this Agreement. Commencing on July 1 on each succeeding year of the contract, Los Gatos agrees to increase the hourly rate of pay to the District by two percent (2.%) over the previous year's hourly rate. Commencing on July 1, 2006, Saratoga agrees to pay the District \$80.00 per hour for inspection and inspection-related services, plus an amount equal to 15 percent of such service fee for overhead expenditures, up to a maximum annual cost of \$1,000 per year for the life of this Agreement. Commencing on July 1 on each succeeding year of the contract, Saratoga agrees to increase the hourly rate of pay to the District by two percent (2.%) over the previous year's hourly rate. Campbell/Los Gatos/Saratoga shall pay for services rendered related to inspections conducted within their respective jurisdictions. Payments shall be for services actually rendered by a District employee in inspection services pursuant to this AGREEMENT (as referred to in 1.a. above).

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

9. INDEPENDENT CONTRACTOR. It is understood and agreed herein that the District and its employees, in the performance of the work and services agreed to be performed, shall act as and be independent contractors and not agents or employees of Campbell/Los Gatos/Saratoga. As independent contractors no employees of the District shall obtain any rights to retirement benefits, medical benefits, leave, or any other benefits that accrue to Campbell/Los Gatos/Saratoga employees. District agrees to make its employees available to testify in any litigation or prosecution brought regarding the subject of the work to be performed under this AGREEMENT. District shall be compensated for its employees' costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by the District or is based on allegations of District's negligent performance or wrongdoing.
10. WORKER'S COMPENSATION. District shall maintain Workers' Compensation coverage as required by California law and its employees shall be considered employees of District in performing services under this AGREEMENT.
11. OWNERSHIP OF RECORDS AND AUDIT.
- a. All original records of inspections, orders, and other documentation regarding the stormwater program shall be retained and maintained by the District for a minimum of five (5) years. Access to and copies of such records shall be made available to Campbell/Los Gatos/Saratoga, and the WVCWP Manager upon request.
 - b. District shall maintain the records in an appropriately secure manner. Some or all of these records may be subject to disclosure pursuant to the California Public Records Act, Freedom of Information Act, and/or other applicable regulations and shall be managed accordingly.
 - c. District acknowledges that these services are conducted under State and Federal law as well as local authority. District shall make its non-confidential records and written procedures, available for review by State and Federal authorities as they may lawfully direct. In addition, Campbell/Los Gatos/Saratoga may accompany or otherwise review District performance of this AGREEMENT as they may choose.
12. INDEMNIFICATION. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense, or cost, damage or liability imposed for jury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work,

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

authority or jurisdiction delegated to such party under this AGREEMENT. No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this AGREEMENT.

13. NONDISCRIMINATION. All parties shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); and California Labor Code Sections 1101 and 1102. The Parties hereto shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall the Parties discriminate in provision of services provided under this contract because of age race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical conditions, political beliefs, organizational affiliations, or marital status.
14. WAIVER. No failure on the part of any party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this AGREEMENT constitute a continuing waiver of a subsequent breach of the same or any other provision of this AGREEMENT.
15. GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. Venue for any action regarding this AGREEMENT shall be in the appropriate court in the County of Santa Clara.
16. AMENDMENT. No modification, waiver, mutual termination, or amendment of this AGREEMENT is effective unless made in writing and signed by all Parties hereto the District and Campbell/Los Gatos/Saratoga.
17. NOTICES. Notices or communications to be given under this AGREEMENT shall be given as follows, unless a party designates a change in its address to the other parties in writing.

TO DISTRICT:

SCC Central Fire Protection District
Hazardous Materials Division
14700 Winchester Boulevard

Telephone: (408) 378-4010

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

Los Gatos, CA 95032-1818

Fax: (408) 378-9342

TO CITY OF CAMPBELL:

Department of Public Works
70 N. First Street
Campbell, CA 95008-1423

Telephone: (408) 866-2150

Fax: (408) 376-0958

TO TOWN OF LOS GATOS:

Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA
95031

Telephone: (408) 399-5770

Fax: (408) 354-8529

TO CITY OF SARATOGA

Department of Public Works
13777 Fruitvale Ave.
Saratoga, CA 95070

Telephone: (408) 868-1241

Fax: (408) 868-1281

TO WEST VALLEY CLEAN WATER PROGRAM MANAGER.

18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

Telephone: (408) 354-4734

Fax: (408) 395-7653

18. CONSTRUCTION. Nothing contained in this AGREEMENT shall be construed as intended to create or to create a Joint Powers Agency of any kind.

19. ENTIRE AGREEMENT. This AGREEMENT constitutes the complete and exclusive statement of the AGREEMENT between the District/Campbell/Los Gatos/Saratoga. No terms, conditions, understandings or AGREEMENTS purporting to modify or vary this AGREEMENT, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, District and Campbell/Los Gatos/Saratoga have executed this AGREEMENT as of the date indicated next to their signatures.

**SANTA CLARA COUNTY CENTRAL
FIRE PROTECTION DISTRICT**

Approved as to form and legality:

By _____

Date _____

Susan Swain, Lead Deputy County

Counsel Date

Benjamin F. Lopes III, Fire Chief

Attest:

Phyllis Perez, Board Clerk,

Date _____

STORMWATER SYSTEM PROTECTION
INSPECTION SERVICES AGREEMENT

CITY OF CAMPBELL

By _____

Daniel Rich, City Manager Date

Approved as to form:

William Seligmann, City Attorney Date

Attest:

Anne Bybee, City Clerk, Date

TOWN OF LOS GATOS

By _____

Debra Figone, Town Manager Date

Approved as to form:

Orry Korb, Town Attorney Date

Attest:

Date

Marlyn Rasmussen, Clerk Administrator

CITY OF SARATOGA

By _____

Dave Anderson, City Manager Date

Approved as to form:

Richard S. Taylor, City Attorney Date

Attest:

Cathleen Boyer, City Clerk Date

Scope of Work
Exhibit A

I. EXECUTIVE SUMMARY

- A. The objective of the Stormwater Protection Inspection Program (Inspection) is to verify protection of the municipal storm drain system from non-stormwater discharges originating from industrial/commercial facilities that have been identified as being significant contributors to stormwater pollution. It is recognized that many of the identified pollutants of concern and sources of significance are currently addressed through other existing inspection programs, such as Hazardous Materials Storage Inspections. In an effort to streamline inspection efforts and to relieve undue regulatory burdens to the business community, Urban Runoff Pollution (URP) inspections will be conducted in combination with existing Hazardous Materials Storage Inspections. The purpose of the URP inspection component will be to determine the existence of discharges or threatened discharges that are not within the current regulatory authority of the Hazardous Material Inspection Program (or other existing inspection programs, including but not limited to source control, pretreatment, and POTW inspections, Health and Safety Inspections, and Hazardous Waste Inspections), but are illegal under local stormwater ordinances.
- B. The Central Fire Protection District (District) shall integrate into and/or modify its existing fire safety and/or hazardous materials inspection programs to provide URP inspections for the City of Campbell, Town of Los Gatos, and facilities in Saratoga that are within the jurisdiction of the District. The information used to define the URP inspection components, such as types of URP facilities and URP activities, shall be maintained in a District database. Data reports required for reporting to the Regional Water Quality Control Board (RWQCB) shall be provided by the District to the West Valley Clean Water Program (WVCWP) Manager with a copy to the West Valley Stormwater Discharge Inspector for Campbell/Los Gatos/Saratoga in order to meet National Pollutant Discharge Elimination System (NPDES) Permit reporting obligations.

II. BACKGROUND AND DEFINITIONS

- A. URP Facilities: Categorization by a facility's potential for polluting stormwater based solely upon the nature of business. Not all listed facility types are found in Campbell, Los Gatos and Saratoga

URP facilities are defined as those facilities whose activities involve the storage, use or handling of hazardous materials and may be categorized as conducting one or more of the following activities.

1. Automotive – sales, engine and body repair, gas stations, car washes, vehicle services
2. Dry Cleaners - fabric cleaning

3. Cleaning Services – mobile washers, building cleaning, carpet cleaning
4. Machine Shops - industrial machinery and equipment
5. Paint Facilities - manufacturing, distributing, retailing
6. Pesticide Facilities - manufacturing and retailing; pesticide applicators
7. Metal Manufacturing – Metal fabricating, finishing, plating, metal work
8. Electric/Electrical Components – Manufacturing
9. Construction/Building – Retail, trade contractors, construction, landscaping and garden businesses
10. Local Transit; Highway Transport – Electric, Gas and Sanitary Services, Trucking Industries
11. Recycling Yards
12. Concrete/Stone/Clay Products
13. Corporation Yards
14. Other:
 - photographic/printing, laboratories
 - medical and dental labs
 - chiropractors, radiologists
 - veterinarians, plastics manufacturing
 - pharmaceuticals manufacturing
 - cabinetry
 - wood furniture
 - winery
 - florist
 - jewelry/precious metal manufacturing
 - miscellaneous manufacturing
 - storage
 - welding/iron works
 - laundries
 - hazardous waste
 - underground storage tanks

B. Inspection Assignments: The Inspection Assignment is determined by the complexity and/or compliance of a facility storing, using or handling hazardous materials. Inspection assignments are not static and can change from year to year based upon actual field conditions. The following are inspection assignment characteristics:

1. EC/DFM inspections are conducted by engine company personnel and Deputy Fire Marshals. These inspections typically involve simple hazardous materials. These inspections will not involve underground storage tank facilities. These inspections typically include facilities that are in good compliance standing.

2. HM-2 inspections are conducted by hazardous materials response team personnel. These inspections typically involve moderate hazardous materials facilities whose storage amounts exceed 55 gallons (liquids), 500 pounds (solids) or 200 cubic feet (gases). These inspections will not involve underground storage tanks. These inspections typically include facilities that are in good compliance standing.
3. HMSP inspections are conducted by hazardous materials specialist personnel. These inspections typically involve more complex hazardous materials facilities whose storage amounts exceed 55 gallons (liquids), 500 pounds (solids) or 200 cubic feet (gases) and include all underground storage tank facilities. Additionally, these inspections typically include facilities that are upgrading or are experiencing compliance problems.

III. STORMWATER INSPECTION PROGRAM. The basic components of the Stormwater Inspection Program shall include, but is not limited to:

- A. Training. District shall provide URP training at least annually for all inspectors performing URP Inspections. For the District to use if applicable to facility inspections, Exhibit B is attached. Exhibit B lists potential check points which pertain to protection of water quality and may be reviewed and incorporated at the discretion of the District. Relevant sections of Exhibit B may also be used for training purposes. District shall make available appropriate staff to attend and participate in relevant and necessary Santa Clara Valley Urban Runoff Pollution Prevention Program Meetings and/or Workshops that impact the Campbell/Los Gatos/Saratoga Stormwater Inspection Program. Such occurrences shall be adequately notified and requested by the WVCWP Manager (Cross reference: Contract Provisions 1a, 1c, and all of 3).
- B. Recordkeeping and Documentation. District shall keep and maintain all data and documentation required by the Stormwater Inspection Program. Documentation and/or report submittals for Campbell/Los Gatos/Saratoga shall be directed to the WVCWP Manager as follows:
 1. Data. Data maintained by District shall be updated on an on-going basis and shall include the most current information regarding all facilities receiving URP Inspections. Such information includes but is not limited to:
 - a. Name of Facility
 - b. Address of Facility
 - c. URP Facility Type
 - d. Inspector Type Assigned
 - e. Inspection Quarter
 - f. Business License Status
 - g. NOI Filer Status
 2. Reporting. Per Contract Provision 1b, 1f, 4 and 11a, a report shall be completed by the District and submitted to the WVCWP Manager no later than thirty (30) days after the fourth Inspection Quarter ends. All submittals will be verified by the WVCWP Manager against previous year reports. The report shall include details of the following items: Contract Provision 3

(designation of personnel, modifications only), Exhibit A Section III.A (staff training), Exhibit A Section III.B1 (facility information), Exhibit A Section III.B3 (forms, modifications only), Exhibit A Section III.C and E (inspection/ violation reports), Exhibit A Section III.F (program evaluation), and Contract Provision 1f (invoices to WVCWP Manager and WVCWP Inspector, including a list of the facilities inspected in each jurisdiction during the invoice period).

3. Forms. District may revise or modify existing forms and/or create new forms as appropriate, provided they adequately address Campbell/Los Gatos/Saratoga URP inspection obligations. All forms used in conjunction with URP Inspections shall be approved by the WVCWP Manager.

C. Inspections. Stormwater Inspections shall be integrated into existing or modified Hazardous Materials Storage Inspections. At a minimum, the following (non-hazardous) stormwater issues shall be addressed during a URP inspection:

1. Determine if the facility is an NOI filer – NOI filers are those industrial or commercial facilities that have filed an NOI (Notice of Intent) with the State and appear on a list provided by the State. The list will be reviewed and provided to the District by the WVCWP Manager annually. NOI filers will be inspected annually. However, the inspection frequency can be reduced for sites that demonstrate a history of compliance or exhibit little threat to water quality.
2. Visual verification that NOI documentation exists, if required by State. Visual inspection and verification of location of on-site storm drain system, on-site catch basins, adjacent water bodies and outfalls at the site. Such information may be included in a Stormwater Pollution Prevention Plan (SWPPP), Hazardous Materials Business Plan or other related document(s).
3. Visual inspection of site for evidence of recurring or chronic non-stormwater discharge(s) and/or contamination in and/or near catch basins, adjacent water bodies and outfalls.
4. For any Storm Water Infiltration Devices (SWIDs) discovered, the District inspector will notify the WVCWP Inspector. The WVCWP Inspector will complete a SWID notification card and submit one copy to the Santa Clara Valley Water District's Water Quality Unit.

D. Outreach. District shall make available and distribute appropriate and applicable URP brochures, manuals and other information. District shall provide feedback regarding handout material and request adequate supplies of materials from the WVCWP Manager. Available materials may include:

1. The Bay Begins - Brochure.
2. Pests Bugging You - Brochure.
3. Automotive related Industrial BMPs - Brochures and Manual.

4. Mobile Cleaners BMPs – Manual – video available for potential violators
5. Oil Recycle information for small quantity generators - Brochure (produced by Santa Clara County Household Hazardous Waste Program).
6. Hazardous Waste Recycling & Disposal for small business services (Santa Clara County brochure)
7. Safe disposal of fluorescent light bulbs – WVCWP flyer
8. Relevant sections of the checklist attached as Exhibit B may be used as best management practices for inspectors to relay to facility owners
9. Others - as made available

E. Violation Enforcement, Referral and Follow-up. If the inspector observes potential for a violation, a copy of the URP inspection form and information regarding referral of related observed potential URP violation(s) shall be given to the facility subsequent to the inspection. As soon as practicable thereafter, or within 24 hours, the inspector will call the West Valley Clean Water Program (WVCWP) office or the WVCWP Inspector to report the observed potential for violation. The inspector will also send or fax a copy of the inspection report form, noting the reasons(s) for potential violation, to the WVCWP Inspector within one week of the inspection date.

1. Observations which involve discharge violations regulated by separate (inspection) programs, including but not limited to hazardous materials storage ordinances, source control, hazardous waste, and health and safety, shall be managed per existing District protocol. A copy of noted observed potential URP violation(s) and referral to appropriate agencies shall be provided to the WVCWP Inspector in accordance with Exhibit A Section III.B2 above.
2. Other Observed Potential URP Violations. During inspections observed potential URP violations not covered under Section III.E.1. above shall be determined to be “active” or “passive”. Active observed potential URP violations are defined as violations which involve actual discharges which occur outdoors, is exposed to rain and/or stormwater runoff, occurs near, in or at a storm drain, catch basin, outfall, or adjacent water body. Active potential observed violations shall be referred by District in a timely manner to the WVCWP Manager. The WVCWP Manager shall provide copies to appropriate Campbell/Los Gatos/Saratoga representatives for follow-up actions. A copy of follow-up reports shall be provided by Campbell/Los Gatos/Saratoga, as applicable, to the WVCWP Manager and made available to the District upon request. A copy of noted violation(s) and referral to appropriate agencies shall be provided to the WVCWP Manager in accordance with Exhibit A Section III.B2 above and Section III E.

F. Evaluation. Evaluation analysis and recommended Program modifications shall be prepared and submitted by the District in accordance with Exhibit A Section III.B2. At a minimum the evaluation should include the following:

1. Evaluation of staff training and field inspections, from inspectors, including feedback on outreach materials (see Exhibit A Section III.D. above).
2. Summary of typical observed potential violations, and general program efficiency (referral/follow-up procedures, public awareness and participation).
3. Areas for Program improvement.
4. Suggestions for assisting facilities in understanding and implementing BMPs etc.

Such evaluation, analysis and/or recommendations will require at least one annual meeting with the WVCWP Manager. Prior to Campbell/Los Gatos/Saratoga submittal of its annual report to the RWQCB, the District shall review pertinent sections of the report for content accuracy.

Exhibit B

Industrial/Commercial Discharger Control Program Performance Standard

Checklist of Best Management Practices

This section contains a list of model best management practices to be used as guidance by inspectors or in training sessions to prepare for conducting commercial and industrial facility inspections.

The model BMPs are grouped into four areas: general facility information, indoor activities, outdoor activities and equipment. These areas may not all correspond to facility types which are inspected by the Fire District. Therefore the checklist is included merely as a helpful guide and the list should not be mistaken for a requirement of URP inspections.

I. General Facility Information

- A. Notice of Intent (NOI)
 - 1) Determine whether an NOI for coverage under the State's General Permit is required. A list is provided to the Fire District by the WVCWP Manager.
 - 2) Make visual verification of NOI.
 - 3) If NOI has not been filed, but is required, advise facility to contact RWQCB.
- B. Storm Water Pollution Prevention Plan and Storm Water Monitoring Plan
 - 1) If NOI has been filed, make a visual verification of a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Monitoring Plan.
 - 2) If SWPPP and SWMP are required, but not on site, advise facility to contact the RWQCB regarding NPDES requirements.
- C. Best Management Practices (BMPs)
 - 1) Distribute appropriate BMP brochures to all inspected industrial and commercial facilities.

II. Indoor Activities

- A. Floor Cleaning
 - 1) Verify where all floor cleaning water, wax and unused stripper is disposed.
 - 2) Make visual inspection of all drains and sinks. Look for signs of improper disposal of waste liquids.
 - 3) Verify waste liquids from automated floor cleaning equipment holding tanks are discharged to the sanitary sewer.
- B. Indoor Equipment Cleaning
 - 1) Wastewater from cleaning equipment should be discharged to the sanitary sewer (within local POTW discharge limits) or recycled. The facility should consult with the POTW or manage wastewater as a hazardous waste.
- C. Indoor Manufacturing, Residues and Spills

- 1) Note that proper cleaning and disposal methods are performed for interior spills and leaks. Proper disposal methods depend on the type of substance. If hazardous material is spilled, the facility should refer the incident to the local hazardous material agency.
- 2) Verify appropriate absorbent materials are kept readily accessible and designated employees are trained on proper spill response techniques.
- 3) Ensure proper control of process residues and dust near exterior doorways (e.g., recommend relocating machinery and improving housekeeping).
- 4) Verify proper connection of interior floor drains (e.g., review plumbing schematics, conduct a dye test). All interior floor drains and sumps should be plumbed to the sanitary sewer or closed loop treatment system.

III. Outdoor Activities

A. Vehicle and Equipment Fuel Dispensing Areas

(Note: Some items in this section are the responsibility of the local hazardous materials or fire prevention agency. Refer to appropriate enforcement agencies as needed).

- 1) Determine whether any fuel dispensing equipment is exposed to storm water and/or whether fueling or the transfer of any chemical from one vessel or another is conducted near a storm drain. If so:
 - a) Verify the dewatering procedures for the secondary containment areas that surround fuel tank farms or other fuel storage equipment.
 - b) Ensure a method is in effect to protect all adjacent storm drains in the event of a spill.
 - c) Ensure absorbent material and booms are readily at hand.

B. Vehicle and Equipment Washing

- 1) Verify floor mat and equipment screen/filter cleaning is not conducted in a location that may adversely impact a storm drain.
- 2) All vehicle and equipment rinse water should be discharged, with proper approval, into a sanitary sewer drain. All wastewater resulting from power washing of contaminated surfaces may be subject to some type of pretreatment prior to entering the sanitary sewer.
- 3) Recommend wash water be recycled in a closed loop system.

C. Vehicle and Equipment Maintenance

- 1) If vehicles are maintained on site, ensure there are no associated impacts to any storm drains.
- 2) If leaks or drips occur under vehicles, drip pans should be placed under the vehicles.
- 3) If applicable, inspect all outdoor drains and suspicious indoor drains in the vehicle maintenance area. Conduct dye tests to verify proper connections.
- 4) If specialized equipment (forklifts, fifth wheels, etc.) is maintained on site, ensure wash water used to clean equipment is not disposed to the storm drain directly or indirectly.

D. Material Storage

- 1) Determine whether raw materials and their by-products are exposed to rain water. Ensure loose materials are stored under cover or in bermed areas if possible.
- 2) If raw materials and their by-products are transferred from one place to another in or adjacent to any storm drain, or in such a manner to impact the storm drain, recommend placing protective covers or similar devices over storm drains and improving housekeeping in these areas.

E. Waste Storage

(Note: In cases where hazardous materials or hazardous waste storage pose a threat to the storm drain, the facility should consult with the local hazardous materials/waste enforcement agency).

- 1) Determine whether the facility stores or disposes of hazardous materials, hazardous wastes, or any other substances on site.
- 2) Verify if rainwater can enter any double contained areas and how these areas are drained once rainwater comes into contact with these materials. The facility should consult with the local hazardous materials enforcement agency and POTW.
- 3) Determine whether the transfer of hazardous materials, waste or non-hazardous substances may potentially impact the storm drain. If non-hazardous substances are involved:
 - a) Recommend good housekeeping measures.
 - b) Recommend the facility protect storm drains by relocating substance to a covered area.
 - c) Recommend the facility berm or cover substance(s) or install an approved protective device at storm drain inlets.
- 4) If there are any storm drains adjacent to any storage areas, request that the facility effect a method to monitor and protect storm drain inlet from accidental discharge.

F. General Construction Activities

- 1) Facilities are responsible to advise and require contractors to protect storm drains.
- 2) Advise facility that if 1 acre or more is disturbed, a State general construction permit is required.
- 3) If construction activities are current, determine if there is a potential for soil to erode into the storm drain by rain or irrigation run-off. If so:
 - a) Recommend installing filter fabrics in combination with swales or berms to protect storm drain inlets.
 - b) Recommend erosion control techniques.
- 4) Verify construction workers are not washing tools and/or equipment adjacent to any storm drains.
 - a) Recommend that the facility incorporate storm control verbage into all contracts.
 - b) Recommend that the facility provide an employee training program.
- 5) Verify construction materials are not being disposed in the storm drain directly or indirectly. Construction debris and materials such as paint, mineral spirits, drywall compounds, adhesives and other solvents should be

properly disposed of. If a material is a hazardous waste, the facility should refer to the appropriate agency.

G. Power Washing

- 1) Recommend dry methods of clean-up.
- 2) If power washing must be used, the facility should refer to the proper procedures in the Bay Area Storm Water Management Agencies Association's "Pollution From Surface Cleaning." See www.basmaa.org or Contact the West Valley Clean Water Program to view the free video.

H. Outdoor Equipment Storage

- 1) Inspect all scrap yards, vehicle storage lots or areas where retired/surplus equipment is stored. Determine where storm drains are in relation to these areas.
 - a) The facility should cover oily and soiled equipment with a leak proof cover.
 - b) The facility should drain all automotive related fluids prior to storage, and dispose of properly.
 - c) Drip pans should be placed under leaky equipment.

I. Process Residues

- 1) Determine if any manufacturing process that creates any residue is conducted outdoors and whether this residue can impact the storm drain.
 - a) The facility should ensure good housekeeping.
 - b) Recommend conducting manufacturing processes in a covered location.
 - c) Recommend protection of adjacent storm drains.

J. General Housekeeping

- 1) Determine the general overall condition of the facility. Is housekeeping conducted on a consistent basis? Are there accumulations of debris, refuse or litter? Make necessary recommendations.
- 2) Recommend a training program addressing good housekeeping practices.

K. Irrigation and Landscape

- 1) Determine if landscape contractors are properly disposing of lawn clippings and other vegetative wastes.
- 2) Inspect storm drains for vegetative wastes.
- 3) Ensure temporary protection of all impacted storm drain inlets while conducting landscape activities.
- 4) Inspect paving around landscaping to see if sprinklers are over watering and causing undue erosion and runoff of associated chemicals. If, so have facility representative adjust irrigation timers or sprinkler heads.
- 5) Determine whether pesticides, herbicides or fertilizers are applied to the landscaping; identify how much and how often. Refer all pesticide/herbicide application problems to the Santa Clara County Agriculture Department.
- 6) Verify landscape equipment is washed properly and away from paved areas or storm drain. The facility should filter wash water and discharge to sanitary sewer (if within POTW limits).

IV. Equipment

A. Air Compressors

- 1) Inspect air compressor units that are exposed to storm water for residual grease on the tank or motor surface.
 - 2) Air compressors should be located in a covered area.
 - 3) Request air compressor leaks be repaired.
 - 4) Inspect area beneath air compressor bleed line and determine if any oily substance is being released which could impact the storm drain. If so, place a catch pan below the bleed off valve and dispose of water from pan on a regular basis.
- B. HVAC, Chillers and Refrigerators
- 1) Determine whether air conditioning units (generally found on roof) and chillers have a condensate line that is plumbed to a roof storm drain.
 - a) For existing buildings, non-contaminated discharge can go to the storm drain.
 - b) For new development or building remodels, the discharge should go to the sanitary sewer. Consult with local planning/building department.
 - 2) Determine whether air conditioning and chiller units are treated with descaling or anti-algae agent. Facility representatives are responsible to direct HVAC contractor to properly dispose of all flushing agent residues and by-pass condensate line while flushing unit.
 - 3) Determine whether HVAC condenser tubes are annually flushed with any type of chemical by a servicing contractor and how wastewater is disposed of. The runoff from the tube cleaning must be captured and properly disposed of.
 - 4) Determine whether any of the units are power washed. If so, refer to proper procedures in the Bay Area Storm Water Management Agencies Association's "Pollution From Surface Cleaning". See www.basmaa.org or Contact the West Valley Clean Water Program to view the free video.
 - 5) Determine whether defrost water or condensate is discharged. The facility representative is responsible to ensure defrost water does not come into contact with any pollutants directly or indirectly.
 - 6) Determine how waste compressor oil from chillers is disposed of. The facility should contact the local hazardous waste enforcement agency regarding proper disposal.
- C. Air Scrubbers
- 1) Determine whether particulate from air scrubbers is deposited on any surface in a manner that may impact the storm drain.
 - 2) Advise the facility representative to repair air scrubbers and remove any debris. If feasible, a protective catch pan should be placed around the scrubber.
 - 3) Refer any fall out violations to the Bay Area Air Quality Management District.
 - 4) Inspect the discharge point of any wet scrubber. Wet scrubbers must discharge to the sanitary sewer.
- D. Basement Sump Pumps
- 1) If the facility has a basement parking lot, verify rainwater drains to a storm drain.

- 2) Inspect the bottom of the storm drain sump drain to determine the method of cleaning.
 - 3) Advise the facility representative that only rainwater can be pumped into the storm drain. Any debris surrounding or inside the sump should be removed. A screen mesh or filter fabric may be installed on the sump grate to assist in protecting sump from particulate debris (if it will not cause a flood hazard). The facility should consult the appropriate agency regarding proper disposal of sump debris.
 - 4) Determine whether automotive fluid spills and/or drips are cleaned with appropriate absorbent.
 - 5) Determine whether cars are washed in the basement parking lot. This should include mobile auto detailers.
 - 6) Advise the facility representative that all floor cleaning contractors must protect the storm drain system from accidental discharge.
- E. Boilers
- 1) Determine whether the blow line or tank drain line is located adjacent to any storm drain inlet or channel, directly or indirectly. All treated boiler discharge must be discharged to the sanitary sewer or recycled/reused in an approved closed loop system.
 - 2) Determine whether the boiler is treated with scaler or algicide and if any leakage is present. Discharge from boiler chemical additives may meet hazardous waste criteria. If so, the facility should refer to the local hazardous waste compliance agency for proper storage and disposal.
 - 3) Determine whether the boiler vents to the roof. If so, determine whether vapor will recondense on the roof and make contact with storm water runoff. Advise facility representative to repair condensate pipe and redirect flow to sanitary sewer.
- F. Facility Catch Basins
- 1) Inspect all catch basins and drop inlets for debris or other foreign material and have the facility clean or remove debris regularly.
 - 2) Identify all storm drains with stencil: "Do Not Dump- Flows to Bay" Contact West Valley Clean Water Program to recommend stenciling of storm drain.
- G. Refuse Dumpster and Compactor
- 1) Advise the facility to keep dumpster lids closed when not in use and/or exchange bins without lids.
 - 2) The facility should relocate dumpsters and bins away from storm drains.
 - 3) Contaminated rainwater that has accumulated from an open container must be discharged to the sanitary sewer (if within POTW limits).
 - 4) Verify plugs are installed on dumpsters and are not leaking. If so, the facility should install plugs or exchange dumpsters.
 - 5) Verify compactor leachate or associated hydraulic fluid does not leak into or adjacent to any storm drain or onto the pavement. If so, the facility should protect the storm drain, repair the compactor, absorb leaked material, and discharge absorbent in compactor. Liquid can also be discharged to the sanitary sewer, if within POTW limits.
- H. Cooling Tower

- 1) All cooling tower discharges must be directed to the sanitary sewer.
 - 2) Cooling tower chemicals should not be stored adjacent to any storm drain. Refer any chemical storage problems to the local hazardous waste enforcement agency. Also contact POTW.
 - 3) Ensure proper disposal of washing detergents and/or muriatic acid (common cooling tower cleaner). The facility should contact the appropriate agency for proper disposal.
- I. Emergency Showers
- 1) Verify emergency showers do not discharge to the storm drain sewer.
- J. Filter Back flush
- 1) Back flushed or back washed equipment filters, including filters for pools and fountains, should discharge to the sanitary sewer. The facility should collect and dispose of solids into a refuse container.
 - 2) Commercial and institutional swimming pool facilities should refer to the Santa Clara County Health Department, Consumer Protection Division for filter medium disposal issues
- K. Grease Interceptor, Tallow Containers
- 1) Inspect the area around outdoor grease interceptor cover and verify rain water can not carry residual grease to the storm drain.
 - 2) Advise facility representative to clean debris on a regular basis and clean the interceptor area after it is pumped by a septic hauler. Residual grease must be collected or washed back into the interceptor.
 - 3) Tallow bins must be stored in areas where they do not come into contact with storm water. Recommend a covered area for tallow bin storage.
 - 4) Ensure a mechanism is in effect to protect storm drains if an interceptor overflows.
 - 5) Replace or exchange bins, if necessary.
- L. Ground Water Treatment Discharge
- 1) Determine whether ground water is being treated at the site and where it is discharged. Consult with Regional Water Quality Control Board (RWQCB) or Santa Clara Valley Water District (SVCWD).
 - 2) If ground water is discharged to the storm drain, verify an NPDES permit has been issued. If ground water is discharged to the sanitary sewer, verify POTW permit.
- M. Ground Water Dewatering Devices
- 1) Determine if any groundwater is discharged from the site, and verify which sewer it connects to.
 - 2) Uncontaminated groundwater infiltration need not be prohibited unless the discharge is identified by a public agency or the RWQCB as a source of pollutants to receiving waters.
 - 3) If applicable, review spill control plan.
 - 4) Determine whether pumped water comes into contact with any pollutants before water is discharged. Consult with RWQCB and SCVWD.
- N. Loading Docks
- 1) Inspect all loading dock drains for potential pollutants, including truck fluid leaks.

- 2) Debris from catch basins should be removed on a regular basis.
 - 3) Catch basin inlets should be protected from accidental spillage by placing absorbent booms or covers over drains or installing valved inlet inserts (if safe and feasible).
 - 4) Advise local hazardous materials agency if materials that could impact the storm drain are loaded or transferred at the dock.
 - 5) Dock wash water should be diverted to the sanitary sewer, (if within POTW limits) or a dry method of clean-up should be used.
- O. Parking Lots
- 1) Inspect facility parking lots for excessive vehicle fluid leaks or spills. The facility should clean-up spills by (1) sweeping up particles and debris, (2) absorbing spills with rags or absorbent, (3) mopping area.
- P. Ponds, Fountains and Pools
- 1) Overflow drains from ponds and decorative fountains must be discharged to the sanitary sewer or re-used for irrigation. This includes all pool filter backwash and associated debris.
 - 2) The facility should consult with the local POTW if ponds or fountains are treated with copper-based algacides (shock), growth inhibitors or other agents.
 - 3) Ensure pond or fountain filters are not back flushed into a storm drain.
- Q. Roof Vents and Equipment
- 1) Excessively greasy roof vents should be cleaned on a regular basis, especially during the wet season.
 - 2) If feasible, catchment pans or trays should be installed at the base of the vents.
 - 3) Duct work should be properly sealed and maintained.
 - 4) If feasible, protective devices should be installed around storm drains.
 - 5) Inspect roof for residual machinery process residues on roof (paper dust, sawdust, steam condensate, paint, etc.). The facility should consult with the local hazardous material waste enforcement agency and the Bay Area Air Quality Management District for control measures.
- R. Reverse Osmosis and Deionization Units.
- 1) Ensure reject water from reverse osmosis (R.O.) units, in no way impacts the storm drain. Reject water from R.O. unit should be diverted to the sanitary sewer. The facility should consult the local POTW for requirements.
 - 2) Back flush water from deionization units should be discharged to the sanitary sewer. The facility should consult the local POTW for requirements.

References

California Storm Water BMP Industrial Handbook

Mobile Cleaner BMP, CETA

Machine Shop BMP, City of San Jose

Guidelines for Vehicle Service Facilities, Santa Clara Valley Nonpoint Source Program

Restaurant BMPs, Santa Clara Valley Nonpoint Source Program

Vehicle Service BMP, City of Sunnyvale

California Storm Water BMP Construction Handbook

BMPs for Industrial Storm Water Pollution Control, Santa Clara Valley Nonpoint Source Program

Pollution from Surface Cleaning BMPs, Bay Area Storm Water Management Agency